

# EXHIBIT 9

**INFRINGEMENT ANALYSIS OF U.S. PATENT 6,761,893**

| <b>'893 Patent Claims</b>  | <b>Infringement Analysis</b>  |
|--|---|
| <p>1. A vaccinia virus which is that virus deposited at the European Collection of Cell Cultures (ECACC), Salisbury (UK) under number V00083008 and derivatives thereof.</p> | <ul style="list-style-type: none"> <li>• RFP-1 &amp; RFP-2               <ul style="list-style-type: none"> <li>○ Requires virus be derived from MVA (Ex. 15 at Page 1; Ex. 16 at Page 1, ¶ 5)</li> <li>○ Present smallpox vaccines are not suitable for immune-compromised individuals, discusses need for safer vaccine (Ex. 15 at Page 3; Ex. 16 at Page 1, ¶ 4)</li> <li>○ RFP-1 requires evaluations of non-replication or limited replication of the virus in multiple mammalian cell lines, animals, and in at-risk human populations (Ex. 15 at Pages 3-6)</li> <li>○ RFP-1 milestone 2 is delivery of 5,000 doses of MVA-based smallpox vaccine (Ex. 15 at Page 6)</li> <li>○ RFP-2 milestone 3 specifically request clinical testing of safety in subjects with diagnosed atopic dermatitis and subjects with HIV (immune-compromised) (Ex. 16 at Pages 3-4)</li> <li>○ RFP-2 milestone 7 is delivery of 500,000 doses of MVA-based smallpox vaccine (Ex. 16 at Page 4)</li> <li>○ RFP-2 milestone 14 is delivery of 3,000,000 doses of MVA-based smallpox vaccine (Ex. 16 at Page 5)</li> </ul> </li> <li>• RFP-2 note to offerors, MVA virus is grown in master seed virus propagated in chick embryo cells (Ex. 16 at Page 7, ¶ 2)</li> <li>• V0083008 has following characteristics (Col. 6, lines 5-20):               <ul style="list-style-type: none"> <li>○ Propagated in chick embryo cells (Ex. 1 at Col. 3, lines 18-25)</li> <li>○ Failure to replicate in multiple mammalian cell lines, animals, and in at-risk human populations (Col. 2, line 59 to Col. 3, line 17 and Col. 3, lines 38-43)</li> </ul> </li> <li>• Acambis admits to developing "a weakened form of smallpox vaccine that is being developed for use in people for whom the traditional smallpox vaccine is contraindicated, such as patients with disorders of the immune system" (Ex. 7 at Page 1, ¶ 1) and that it has "completed all planned activities to date and [has] met every milestone and deadline since being awarded the NIAID contract in September 2004" (Ex. 7 at Page 13, ¶ 7)               <ul style="list-style-type: none"> <li>○ Milestone 2 of RFP-1 required delivery of 5,000 doses of MVA-based smallpox vaccine within six months of contract award (August 2003)</li> <li>○ Milestone 3 of RFP-1 required animal studies within six</li> </ul> </li> </ul> |

| '893 Patent Claims   | Infringement Analysis   |
|--|---|
|  | <p>months of contract award (August 2003)</p> <ul style="list-style-type: none"> <li>o Milestone 6 of RFP-1 requires a feasibility plan to manufacture, formulate, fill and finish, test, and deliver to the government up to 30,000,000 doses of candidate vaccine within 12 months of contract award (February 2004)               <ul style="list-style-type: none"> <li>▪ Acambis' response indicates an offer for sale</li> </ul> </li> <li>o Milestone 8 of RFP-1 requires Phase I trials to be complete within 30 months of contract award (August 2005)               <ul style="list-style-type: none"> <li>▪ Announced results of Phase I trials in April 2005 describing use of a smallpox vaccine based on MVA (Ex. 7 at Page 3)</li> </ul> </li> <li>o Milestone 7 of RFP-2 required delivery of 500,000 doses within 11 months of contract award (August 2005)</li> <li>o Milestone 9 of RFP-2 requires a large-scale production plan to manufacture, formulate, fill and finish, test, and deliver to the government up to 50,000,000 doses of candidate vaccine within 12 months of contract award (September 2005)               <ul style="list-style-type: none"> <li>▪ Acambis' response indicates an offer for sale</li> </ul> </li> </ul> |
| 4. A pharmaceutical composition comprising the vaccinia virus of claim 1 and pharmaceutically acceptable carrier, diluent and/or additive. | <ul style="list-style-type: none"> <li>• Announced results of Phase I trials in April 2005 describing use of a smallpox vaccine based on MVA (Ex. 7 at Page 3)</li> <li>• Announced beginning of Phase II trials in July 2005 where each subject will receive two doses of either MVA3000 or placebo (Ex. 7 at Page 3)</li> <li>• RFP-1 and RFP-2 require doses to be filled, finished, and released as single dose vials (Ex. 15 at Page 10, note 2; Ex. 16 at Page 6)</li> </ul>  |
| 5. A vaccine comprising the vaccinia virus of claim 1.   | <ul style="list-style-type: none"> <li>• Announced results of Phase I trials in April 2005 describing use of a smallpox vaccine based on MVA (Ex. 7 at Page 3)</li> <li>• Announced beginning of Phase II trials in July 2005 where each subject will receive two doses of either MVA3000 or placebo (Ex. 7 at Page 3)</li> </ul>   |
| 34. A genome of the vaccinia virus of claim 1.   | <ul style="list-style-type: none"> <li>• The viral genome is present in the imported virus</li> </ul>   |

# EXHIBIT 10

**INFRINGEMENT ANALYSIS OF U.S. PATENT 6,913,752**

| <b>'752 Patent Claims</b>   | <b>Infringement Analysis</b>  |
|---|---|
| <p>1. An MVA-derived vaccinia virus characterized by replicating in vitro in chicken embryo fibroblasts and by being non-replicative in vitro in human cells which permit replication of MVA vaccinia strain 575 (ECACC V00120707).</p> | <ul style="list-style-type: none"> <li>• RFP-1 &amp; RFP-2               <ul style="list-style-type: none"> <li>o Requires virus be derived from MVA (Ex. 15 at Page 1; Ex. 16 at Page 1, ¶ 5)</li> <li>o Present smallpox vaccines are not suitable for immune-compromised individuals, discusses need for safer vaccine (Ex. 15 at Page 3; Ex. 16 at Page 1, ¶ 4)</li> <li>o RFP-1 requires evaluations of non-replication or limited replication of the virus in multiple mammalian cell lines, animals, and in at-risk human populations (Ex. 15 at Pages 3-6)</li> <li>o RFP-1 milestone 2 is delivery of 5,000 doses of MVA-based smallpox vaccine (Ex. 15 at Page 6)</li> <li>o RFP-2 milestone 3 specifically request clinical testing of safety in subjects with diagnosed atopic dermatitis and subjects with HIV (immune-compromised) (Ex. 16 at Pages 3-4)</li> <li>o RFP-2 milestone 7 is delivery of 500,000 doses of MVA-based smallpox vaccine (Ex. 16 at Page 4)</li> <li>o RFP-2 milestone 14 is delivery of 3,000,000 doses of MVA-based smallpox vaccine (Ex. 16 at Page 5)</li> </ul> </li> <li>RFP-2 note to offerors, MVA virus is grown in master seed virus propagated in chick embryo cells (Ex. 16 at Page 7, ¶ 2)</li> <li>• V0083008 has following characteristics (Col. 6, lines 5-20):               <ul style="list-style-type: none"> <li>o Propagated in chick embryo cells (Ex. 1 at Col. 3, lines 18-25)</li> <li>o Failure to replicate in multiple mammalian cell lines, animals, and in at-risk human populations (Col. 2, line 59 to Col. 3, line 17 and Col. 3, lines 38-43)</li> </ul> </li> <li>• Acambis admits to developing "a weakened form of smallpox vaccine that is being developed for use in people for whom the traditional smallpox vaccine is contraindicated, such as patients with disorders of the immune system" (Ex. 7 at Page 1, ¶ 1) and that it has "completed all planned activities to date and [has] met every milestone and deadline since being awarded the NIAID contract in September 2004" (Ex. 7 at Page 13, ¶ 7)               <ul style="list-style-type: none"> <li>o Milestone 2 of RFP-1 required delivery of 5,000 doses of MVA-based smallpox vaccine within six months of contract award (August 2003)</li> <li>o Milestone 3 of RFP-1 required animal studies within six</li> </ul> </li> </ul> |

| '752 Patent Claims   | Infringement Analysis   |
|--|---|
|  | <p>months of contract award (August 2003)</p> <ul style="list-style-type: none"> <li>o Milestone 6 of RFP-1 requires a feasibility plan to manufacture, formulate, fill and finish, test, and deliver to the government up to 30,000,000 doses of candidate vaccine within 12 months of contract award (February 2004) <ul style="list-style-type: none"> <li>▪ Acambis' response indicates an offer for sale</li> </ul> </li> <li>o Milestone 8 of RFP-1 requires Phase I trials to be complete within 30 months of contract award (August 2005) <ul style="list-style-type: none"> <li>▪ Announced results of Phase I trials in April 2005 describing use of a smallpox vaccine based on MVA (Ex. 7 at Page 3)</li> </ul> </li> <li>o Milestone 7 of RFP-2 required delivery of 500,000 doses within 11 months of contract award (August 2005)</li> <li>o Milestone 9 of RFP-2 requires a large-scale production plan to manufacture, formulate, fill and finish, test, and deliver to the government up to 50,000,000 doses of candidate vaccine within 12 months of contract award (September 2005) <ul style="list-style-type: none"> <li>▪ Acambis' response indicates an offer for sale</li> </ul> </li> </ul> |
| 2. The vaccinia virus of claim 1, which is non-replicative in an immunocompromised mouse.  | <ul style="list-style-type: none"> <li>• Based on requirements of RFP-1 and RFP-2 <ul style="list-style-type: none"> <li>o RFP-1 requires evaluations of non-replication or limited replication of the virus in multiple mammalian cell lines, animals, and in at-risk human populations (Ex. 15 at Pages 3-6)</li> </ul> </li> <li>• Based on requirements of RFP-1 and RFP-2</li> </ul>   |
| 3. The vaccinia virus of claim 1, which induces a higher specific immune response compared to MVA vaccinia strain 575 (ECACC V00120707).   | <ul style="list-style-type: none"> <li>• Based on requirements of RFP-1 and RFP-2</li> </ul>  |
| 4. The vaccinia virus of claim 1, which induces at least the same level of specific immune response in vaccinia virus prime/vaccinia virus boost regimes when compared to DNA-prime/vaccinia virus boost regimes.  | <ul style="list-style-type: none"> <li>• Based on requirements of RFP-1</li> <li>o RFP-1 requires evaluations of non-replication or limited replication of the virus in multiple mammalian cell lines, animals, and in at-risk human populations (Ex. 15 at Pages 3-6)</li> </ul>   |
| 5. The vaccinia virus of claim 1, wherein the virus is not capable of reproductive replication in the human keratinocyte cell line HaCaT.  | <ul style="list-style-type: none"> <li>• Based on requirements of RFP-1</li> <li>o RFP-1 requires evaluations of non-replication or limited replication of the virus in multiple mammalian cell lines, animals, and in at-risk human populations (Ex. 15 at Pages 3-6)</li> </ul>   |
| 6. The vaccinia virus of claim 1, wherein the virus is not capable of reproductive replication in human cell line selected from the human keratinocyte cell line HaCaT, the human embryo kidney cell line 293, the human bone osteosarcoma cell line (143B), and the human cervix adenocarcinoma cell line HeLa. | <ul style="list-style-type: none"> <li>• Based on requirements of RFP-1</li> <li>o RFP-1 requires evaluations of non-replication or limited replication of the virus in multiple mammalian cell lines, animals, and in at-risk human populations (Ex. 15 at Pages 3-6)</li> </ul>   |
| 7. The vaccinia virus of claim 1, wherein the virus is capable of a replication amplification ratio of greater than 500 in CEF cells.  | <ul style="list-style-type: none"> <li>• Based on requirements of RFP-1 and RFP-2</li> </ul>  |

| '752 Patent Claims  | Infringement Analysis  |
|---|--|
| 8. The vaccinia virus of claim 1, which is clone purified.  |  |
| 9. The vaccinia virus of claim 1, which is not capable of replicating in immune compromised mammals, including humans.                        | <ul style="list-style-type: none"> <li>• Based on requirements of RFP-1 and RFP-2</li> <li>• Based on requirements of RFP-1               <ul style="list-style-type: none"> <li>◦ RFP-1 requires evaluations of non-replication or limited replication of the virus in multiple mammalian cell lines, animals, and in at-risk human populations (Ex. 15 at Pages 3-6)</li> </ul> </li> </ul>  |
| 13. The vaccinia virus of claim 1, which is non-replicative in vivo in humans.  | <ul style="list-style-type: none"> <li>• Based on requirements of RFP-1               <ul style="list-style-type: none"> <li>◦ RFP-1 requires evaluations of non-replication or limited replication of the virus in multiple mammalian cell lines, animals, and in at-risk human populations (Ex. 15 at Pages 3-6)</li> </ul> </li> </ul>  |
| 15. A pharmaceutical composition comprising the vaccinia virus of claim 1 and a pharmaceutically acceptable carrier, diluent and/or additive. | <ul style="list-style-type: none"> <li>• Announced results of Phase I trials in April 2005 describing use of a smallpox vaccine based on MVA (Ex. 7 at Page 3)</li> <li>• Announced beginning of Phase II trials in July 2005 where each subject will receive two doses of either MVA3000 or placebo (Ex. 7 at Page 3)</li> <li>• RFP-1 and RFP-2 require doses to be filled, finished, and released as single dose vials (Ex. 15 at Page 10, note 2; Ex. 16 at Page 6)</li> </ul> |
| 16. A vaccine comprising the vaccinia virus of claim 1.   | <ul style="list-style-type: none"> <li>• Announced results of Phase I trials in April 2005 describing use of a smallpox vaccine based on MVA (Ex. 7 at Page 3)</li> <li>• Announced beginning of Phase II trials in July 2005 where each subject will receive two doses of either MVA3000 or placebo (Ex. 7 at Page 3)</li> </ul>  |

# EXHIBIT 11

|                   |  |
|-------------------|--|
| ID                | 2002-040   |
| Description       | Information in whatever form on the subject of MVA-DN Based Vaccines |
| Entity Name       | Bavarian Nordic A/S  |
| Company Name      | Acambis plc  |
| Contract Type     | Secrecy Agreement  |
| Contract Manager  | Andreas Hartmann   |
| Product Name      | Orthopox vaccine   |
| Contract Status   | Closed   |
| Contract Status   | Contract signed and on-going   |
| Review Date       | 26-02-2002   |
| Expiry Date       |  |
| Contract Location | Copenhagen   |
| Note              |  |
| LA Date           | 26-02-2002   |
| LA Date           | 26-03-2002   |
| Financial Data    |  |

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ACAMBIS

NO.516 P.2/4

**SECRECY AGREEMENT**

Between Acambis plc, Peterhouse Technology Park, 100 Fulbourn Road, Cambridge CB1 9PT, UK and Bavarian Nordic A/S, Vesterbrogade 149, DK-1620 Copenhagen V, Denmark. Both parties are hereinafter referred to as disclosing Party and receiving Party/recipient, as the case may be. As far as Acambis plc is concerned the terms "disclosing Party" and "receiving Party/recipient" shall include subsidiaries of Acambis plc. As far as Bavarian Nordic A/S is concerned the terms "disclosing Party" and "receiving Party/recipient" shall include subsidiaries of Bavarian Nordic A/S.

**ARTICLE 1 - DEFINITION OF INFORMATION**

- 1.1 **INFORMATION** shall mean any and all information disclosed by the disclosing Party to the recipient in oral, visual, written, or electronic form under this Agreement. **INFORMATION** shall also mean any and all technical or non-technical information obtained in any form by the recipient during observation or examination of the information which may include, but is not limited to, technical processes, specifications, instrumentation, formulae, assays, manufacturing techniques, sales and marketing information, material or data. This also includes any other confidential information about the disclosing Party and the receiving Party obtained through the disclosure of information as well as the fact that disclosure has taken place.

**ARTICLE 2 - CONFIDENTIALITY**

- 2.1 This Agreement will come into force on the date of the last signature hereto. In consideration of any disclosure at any time by the disclosing Party to the recipient of **INFORMATION** in whatever form on the subject of:

**MVA-BN Based Vaccines**

- The recipient undertakes from the date of disclosure to treat all received **INFORMATION** as strictly confidential for a period of five (5) years from the date of disclosure and therefore not to disclose it to any third party without the prior written and express consent of the disclosing Party and, at the minimum, treat **INFORMATION** in the same manner and with the same degree of care as the recipient treats its own confidential information. The recipient furthermore undertakes to make no use of **INFORMATION**, except as specifically provided for in Article 4 without the prior written and express consent of the disclosing Party in each case.
- 2.2 The recipient may disclose **INFORMATION** only to reliable employees who need to know in order to carry out the evaluations under this Agreement, provided that such persons are bound by obligations of confidentiality and non-use to the recipient which are no less onerous than the terms of this Agreement. The recipient shall ensure that such employee(s) be fully aware of the obligations of this Agreement and shall be responsible for any breach of these provisions by its employee(s).
- 2.3 In case **INFORMATION** is received in oral form, the above obligation shall apply only to the extent such oral **INFORMATION** has been confirmed in writing in summary form to the recipient and marked "Confidential" within forty-five (45) days after the date of oral disclosure.

**ARTICLE 3 - NON-DISCLOSURE AND EXCEPTIONS**

- 3.1 The obligations set forth in Article 2 above shall not apply to:

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- a) INFORMATION which at the time of disclosure is already in the public domain;
- b) INFORMATION which, after disclosure, becomes part of the public domain through no violation of this Agreement;
- c) INFORMATION which the recipient is able to prove to have been in possession of prior to disclosure. In this case, the recipient will, in writing and within forty-five (45) days from the date of disclosure, provide evidence to the disclosing Party to substantiate that it was in possession of such INFORMATION;
- d) INFORMATION which is hereafter lawfully disclosed by a third party to the recipient, which information such third party did not acquire under a still effective obligation of confidentiality to the disclosing Party;
- e) INFORMATION that can be demonstrated as independently developed or acquired by the recipient without reference to or reliance upon confidential INFORMATION defined in this Agreement, as evidenced by the recipient's written records;
- f) INFORMATION disclosed to the extent required by law or regulation, provided that the recipient shall give the disclosing Party prompt written notice and sufficient opportunity to object, time permitting, to such disclosure.

#### ARTICLE 4 - USE OF INFORMATION

- 4.1 The recipient shall not use INFORMATION for any purpose other than evaluation purposes.
- 4.2 INFORMATION is the sole property of the disclosing Party and nothing in this Agreement shall be construed as granting to the recipient, by implication or otherwise, any right or license with respect to INFORMATION or any patent applications, patents or any claims of patent now or hereafter filed or issued with respect to INFORMATION and the recipient is obligated to refrain from filing applications or otherwise seeking proprietary rights and protection in respect of INFORMATION.
- 4.3 Upon completion of the evaluation by the recipient of INFORMATION, or upon request from the disclosing party, the recipient undertakes to return to the disclosing Party all INFORMATION received hereunder and any material, data, and results derived from such INFORMATION and all copies hereof.
- 4.4 Except as expressly set forth herein or other agreement relating to INFORMATION between the Parties, neither Party shall incur any obligation or liability to the other Party merely by disclosing or receiving INFORMATION. It is further agreed that the furnishing of INFORMATION shall not constitute any grant, option or license under any patent or other rights now or hereinafter held by either Party.
- 4.5 The recipient acknowledges that INFORMATION is provided "as is" and without any representation or warranty, express or implied, as to the accuracy or completeness of INFORMATION, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose, or any warranty that the use of INFORMATION will not infringe or violate any patent or other proprietary rights of any third party.

#### ARTICLE 5 - MISCELLANEOUS

CCA: Bevan Nordic - Acambis Inc.

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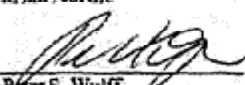
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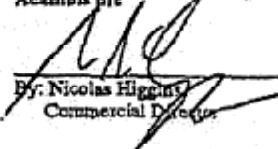
- 5.1 Both parties will use their best efforts to settle all matters in dispute amicably. All disputes and differences of any kind related to this Agreement, which cannot be solved amicably by the parties, shall be finally settled under the Rules of the International Chamber of Commerce (the "ICC") by one arbitrator appointed in accordance with the said Rules.
- 5.3 The arbitration shall take place in Frankfurt and shall be conducted in the English language. The award of the arbitrator shall be final and binding on both parties. The parties bind themselves to carry out the awards of the arbitrator.
- 5.4 This contract shall be construed and interpreted pursuant to the laws of England. The English wording in this Agreement shall prevail.
- 5.5 The parties acknowledge that damages would not be an adequate remedy for breach of this Agreement and the disclosing Party shall be entitled to the remedy of injunction, specific performance and other equitable of similar relief for any threatened or actual breach of this Agreement and no proof of special damages shall be necessary for the enforcement of this Agreement.
- 5.6 For the avoidance of doubt nothing in this Agreement shall prevent or restrict any of the parties from terminating their discussions and evaluation at any time without further notice.
- 5.7 Each person signing below and each Party on whose behalf such person executes this Agreement warrants that he or it, as the case may be, has the authority to enter into this Agreement and perform the obligations herein.

## SIGNED BY:

Date: 22/2/02  
Bavarian Nordic

By:   
Peter S. Wulff,  
President & CEO

Date: 26/2/02  
Acambis plc

By:   
By: Nicolas Higgins  
Commercial Director

CDA: Bavarian Nordic - Acambis Inc.

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# EXHIBIT 12

### *Confidentiality Agreement*

In order to protect confidential information, relating to research, development, business plans, and other technology including materials ("information") which may be disclosed between them, the Division of Microbiology and Infectious Diseases, National Institute of Allergy and Infectious Diseases, National Institutes of Health ("DMID, NIAID") and the "Company" identified below, intending to be legally bound as of the Effective Date of February 5, 2002, agree that:

1. The Disclosing Party is: Bavarian Nordic GmbH "Company"
2. A Party ("Disclosing Party") may disclose information to the other ("Receiving Party").
3. The information ("information") disclosed under this Agreement is described as:

Bavarian Nordic MVA smallpox vaccine

4. The Receiving Party will not disclose the information of the Disclosing Party to any person except its employees, consultants, or subcontractors to whom it is necessary to disclose the information for the purposes described above, and any such disclosures shall be under terms at least as restrictive as those specified herein. Any of the persons mentioned above who are given access to the Information shall be informed of this Agreement. The Receiving Party shall protect the Information by using the same degree of care, but no less than a reasonable degree of care, as the Receiving Party uses to protect its own confidential information.

5. The Receiving Party's duties under this Agreement shall apply only to information in any written document, memorandum, report, correspondence, drawing, or other material, or computer software or program, developed or prepared by the Disclosing Party or any of its representatives which have been clearly marked "Confidential." Oral disclosures must be reduced to writing and marked "Confidential" within thirty (30) days after disclosure to be considered confidential information.

6. Notwithstanding any other provision of this Agreement, Information shall not include any item of information, data, patent or idea which: (a) is within the public domain prior to the time of the disclosure by the Disclosing Party to the Receiving Party or thereafter becomes within the public domain other than as a result of disclosure by the Receiving Party or any of its representatives in violation of this Agreement; (b) was, on or before the date of disclosure in the possession of the Receiving Party; (c) is acquired by the Receiving Party from a third party not under an obligation of confidentiality; or (d) is hereafter independently developed by the Receiving Party, without reference to the information received from the Disclosing Party.

7. The Receiving Party agrees to return all information, including materials, received from the Disclosing Party at the request of the Disclosing Party except that the Receiving Party may retain in its confidential files one (1) copy of written Information for record purposes only.

8. In the event that the Receiving Party or anyone to whom it transmits the Information pursuant to this Agreement becomes legally required to disclose any such Information, the Receiving Party shall provide the Disclosing Party with prompt notice and consult with the Disclosing Party prior to any disclosure.

9. This Agreement is to be made under and shall be construed in accordance with Federal laws as applied by the Federal Courts in the District of Columbia and constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and merges any and all prior agreements, understandings and representations. The Agreement may not be superseded, amended or modified except by written agreement between the parties hereto. This Agreement will control Information disclosed only between the Effective Date and February 5, 2004 and will otherwise remain in effect for three (3) years from the Effective Date.

10. Each party hereto has caused this Agreement to be executed on its behalf in duplicate (each of which duplicate shall be deemed to be an original).

SIGNATURES BEGIN ON NEXT PAGE

### Confidentiality Agreement

**Company:**

Bavarian Nordic GmbH,  
A subsidiary of Bavarian Nordic AS  
Fraunhoferstrasse, D-82152  
Martinsried, Germany

Division of Microbiology and Infectious Diseases,  
National Institute of Allergy and Infectious Diseases,  
National Institutes of Health

**Notices:**

NIAID Office of Technology Development  
Building 31, Room 3B62, 31 Center Drive, MSC 2137  
Bethesda, MD 20892-2137


Attn.: Director

**Authorized Signatory:**

  
Peter Wulff,  
CEO & President, Bavarian Nordic GmbH

Date: Feb 29, 2002

**Authorized Signatory:**

  
Carole Hellman, Ph.D.  
Director, DMID, NIAID

Date: 2/14/02

# EXHIBIT 13

Acambis wins \$9.2m US Government contract to develop MVA vaccine

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**Acambis**

The future of vaccines. Today

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Cambridge, UK and Cambridge, Massachusetts – 25 February 2003 – Acambis plc ("Acambis") (LSE: ACM, NASDAQ: ACAM) announces that its US subsidiary, Acambis Inc., has been awarded a \$9.2m contract by the National Institute of Allergy and Infectious Diseases (NIAID), part of the US National Institutes of Health, to develop a new Modified Vaccinia Ankara ("MVA") vaccine.

MVA is a weakened form of the current generation of smallpox vaccines and, as such, should allow the safe inoculation of "at risk" people with weakened immune systems, who would otherwise be unable to be vaccinated against smallpox.

The contract requires Acambis to develop a new MVA vaccine, deliver several thousand doses of the vaccine to NIAID and conduct a Phase I clinical trial in healthy adults. The contract is structured on a "cost plus fixed fee" basis. For this contract, Acambis has partnered with Baxter Healthcare Corporation, its major shareholder and strategic partner. Acambis is acting as the prime contractor and Baxter as sub-contractor, leveraging each other's strengths and capabilities. Acambis expects to hold the exclusive commercial rights to the MVA vaccine.

The NIAID can award additional funds under the contract for expanded Phase II clinical trials in healthy adults and Phase I and Phase II studies in "at risk" populations. The estimated value of Acambis undertaking the work required by this additional element is \$26.5m.

In addition, the US Government has declared its intention to stockpile MVA vaccine. The NIAID plans to issue a Request for Proposals for the production of up to 30 million doses of MVA vaccine constituting the US Government's stockpile for emergency use.

Under contracts dating from September 2000 and November 2001, Acambis is also producing smallpox vaccine for the US Government as part of programmes to produce a stockpile sufficient to provide a dose for every man, woman and child in the US.

Dr John Brown, Chief Executive Officer, said:

"We recognise the importance of MVA as a product that complements our existing smallpox vaccine. With the addition of MVA to our ACAM2000 vaccine, we have established a vaccine franchise that enables us to offer governments the package of products they need to protect all their people against smallpox.

"Winning this first contract puts us in a great position to tender for the second contract to supply the US Government's MVA stockpile," Dr Brown commented.

-ends-

**Enquiries:**

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 Lyndsay Wright, Director of Communications Tel: +44 (0) 1223 275 300  
 Gordon Cameron, Chief Financial Officer Tel: +1 (617) 494 1339

Financial Dynamics  
 David Yates/Jonathan Birt Tel: +44 (0) 20 7831 3113

MacDougall BioCommunications  
 Doug MacDougall/Karl Lampka Tel: +1 (508) 647 0209

**Notes to editors:**

## Acambis wins \$9.2m US Government contract to develop MVA vaccine

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## Acambis

Acambis is a biopharmaceutical company discovering, developing and manufacturing vaccines to prevent and treat infectious diseases. It has operations in Cambridge, UK, and in Cambridge, Massachusetts, US. It has a broad portfolio of vaccine product candidates undergoing clinical trials and technology platforms that provide the basis for further vaccine product candidates.

## Smallpox virus

Smallpox – caused by the variola virus – has killed more people than any other infectious disease. In 1980, following a programme of mass vaccination, the World Health Organization declared the global eradication of smallpox.

## Smallpox vaccines

Smallpox vaccine is made from a live virus related to smallpox called vaccinia. The vaccine stimulates the immune system to react against the vaccinia virus and develop immunity to it. Immunity to vaccinia also provides immunity to smallpox. Although adverse reactions are rare in healthy recipients of the conventional vaccine, there is a proportion of the population that is more at risk as these people's immune systems have been compromised by disorders such as HIV or who suffer from eczema. They may benefit from the use of MVA.

## MVA

MVA is a weakened form of vaccinia. It has a substantial clinical history due to its extensive use as a vaccine to immunize over 120,000 people in Germany in the 1970s. It has a very limited ability to replicate.

## Acambis' US Government smallpox vaccine contracts

Concerns about the potential use of smallpox as a bioterrorist weapon led the US Government to award Acambis a contract in September 2000 to develop a new second-generation smallpox vaccine (ACAM1000) and establish a 40 million-dose stockpile. That contract was accelerated in October 2001 to require the manufacture of 54 million doses. In November 2001, Acambis was awarded a second US Government contract requiring it to manufacture a further 155 million doses of smallpox vaccine (known as ACAM2000) as part of the US Government's plan to produce an emergency stockpile large enough to provide a dose of vaccine for every man, woman and child in the US. Acambis is currently conducting clinical trials of the vaccine with a view to applying to the regulatory authorities around the end of 2003 for licensure.

This, and other news releases relating to Acambis, can be found on the Company's website at [www.acambis.com](http://www.acambis.com)

## "Safe Harbor" statement under the Private Securities Litigation Reform Act of 1995:

The statements in this news release that are not historical facts are forward-looking statements that involve risks and uncertainties, including the timing and results of clinical trials and other product development and commercialisation risks, the risks of satisfying the regulatory approval process in a timely manner, the need for and the availability of additional capital. For a discussion of these and other risks and uncertainties see 'Risk factors' in the Company's Annual Report and Form 20-F for the most recently ended fiscal year, in addition to those detailed in the Company's filings made with the Securities and Exchange Commission from time to time. These forward-looking statements are based on estimates and assumptions made by the management of Acambis and are believed to be reasonable, though are inherently uncertain and difficult to predict. Actual results or experience could differ materially from the forward-looking statements.

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**Contract Awards -- FY 2003**

To sort this table, click the header in each column. To sort in the opposite direction, click again.

Dollars shown are for the full term of the contract.

| <u>ID No.</u><br><u>SORT</u> | <u>RFP</u><br><u>SORT</u>   | <u>TITLE</u><br><u>SORT</u>   | <u>CONTRACT</u><br><u>SORT</u> | <u>CONTRACTOR</u><br><u>SORT</u>  | <u>AMOUNT</u><br><u>SORT</u> |
|------------------------------|-----------------------------|---|--------------------------------|---|------------------------------|
| 03-01                        | <a href="#">DAIDS-03-01</a> | Reagent Resource Support for AIDS Vaccine Development   | N01-AI-30018                   | Quality Biological Associates   | \$20,668,027                 |
| 03-02                        | <a href="#">DAIDS-03-02</a> | Primate Core Immunology -- Virology Laboratories: PART A -- Cellular Immunology Laboratory    | N01-AI-30033                   | Beth Israel Deaconess Medical Center                                    | \$15,500,036                 |
| 03-02                        | <a href="#">DAIDS-03-02</a> | Primate Core Immunology -- Virology Laboratories: PART B -- Humoral Immunology Laboratory     | N01-AI-30034                   | Duke University Medical Center  | \$7,014,297                  |
| 03-02                        | <a href="#">DAIDS-03-02</a> | Primate Core Immunology -- Virology Laboratories: PART C -- Quantitative Viral RNA Laboratory | N01-AI-30057                   | Advanced BioScience Laboratories, Inc.                                  | \$5,625,866                  |
| 03-04                        | <a href="#">DMID-03-04</a>  | Food and Waterborne Diseases Integrated Research Network, Zoonoses Research Unit (ZRU)        | N01-AI-30054                   | Cornell University  | \$6,624,145                  |
| 03-04                        | <a href="#">DMID-03-04</a>  | Food and Waterborne Diseases Integrated Research Network, Zoonoses Research Unit (ZRU)        | N01-AI-30055                   | Washington State University   | \$9,926,693                  |
| 03-04                        | <a href="#">DMID-03-04</a>  | Food and Waterborne Diseases Integrated Research Network, Microbiology Research Unit (MRU)    | N01-AI-30058                   | Michigan State University   | \$10,295,014                 |
| 03-06                        | <a href="#">DMID-03-06</a>  | <i>In Vitro</i> Antiviral Screening Program -- BK Virus                                       | N01-AI-30044                   | University of Pittsburgh of the Commonwealth System of Higher Education | \$1,637,282                  |
| 03-06                        | <a href="#">DMID-03-06</a>  | <i>In Vitro</i> Antiviral Screening Program --  | N01-AI-30045                   | Pennsylvania State College of Medicine                                  | \$1,697,285                  |

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|       |                    | Papillomaviruses   |                                 |  |                |
| 03-06 | <u>DMID-03-06</u>  | <i>In Vitro</i> Antiviral Screening Program -- Hepatitis B and C Viruses   | N01-AI-30046                    | Georgetown University  | \$5,348,077    |
| 03-06 | <u>DMID-03-06</u>  | <i>In Vitro</i> Antiviral Screening Program -- Hepatitis C and B Virus     | N01-AI-30047                    | Southern Research Institute                                      | \$11,592,440   |
| 03-06 | <u>DMID-03-06</u>  | <i>In Vitro</i> Antiviral Screening Program -- Respiratory Viruses         | N01-AI-30048                    | Utah State University  | \$6,567,573    |
| 03-06 | <u>DMID-03-06</u>  | <i>In Vitro</i> Antiviral Screening Program -- Herpes and Orthopox Viruses | N01-AI-30049                    | The Board of Trustees of the University of Alabama at Birmingham | \$7,883,059    |
| 03-07 | <u>DMID-03-07</u>  | Schistosomiasis Research Reagent Resource Center                           | N01-AI-30026                    | Biomedical Research Institute                                    | \$5,599,961    |
| 03-10 | <u>DMID-03-10</u>  | Microbial Genome Centers   | HHSN266200400001C               | Whitehead Institute for Biomedical Research                      | \$74,442,060   |
| 03-10 | <u>DMID-03-10</u>  | Microbial Genome Centers   | N01-AI-30071                    | The Institute for Genomic Research                               | \$65,042,611   |
| 03-12 | <u>DAIDS-03-12</u> | HIV Vaccine Design and Development Teams (HVDDT)                           | N01-AI-30029                    | AlphaVax Human Vaccines, Inc.                                    | \$16,766,964   |
| 03-12 | <u>DAIDS-03-12</u> | HIV Vaccine Design and Development Teams (HVDDT)                           | N01-AI-30030                    | Progenics Pharmaceuticals, Inc.                                  | \$28,561,658   |
| 03-12 | <u>DAIDS-03-12</u> | HIV Vaccine Design and Development Teams (HVDDT)                           | N01-AI-30031                    | Epimmune, Inc.   | \$16,688,614   |
| 03-12 | <u>DAIDS-03-12</u> | HIV Vaccine Design and Development Teams (HVDDT)                           | N01-AI-30042                    | Novavax, Inc.  | \$19,042,232   |
| 03-13 | <u>DAIDS-03-13</u> | HLA Typing and Epitope Mapping Relative to HIV Vaccine Design              | N01-AI-30024                    | The General Hospital Corporation                                 | \$14,207,356   |
| 03-21 | <u>DAIDS-03-21</u> | Pharmacokinetics & Pharmacodynamics of Antimicrobials in Animal Model      | HHSN26620040007C / N01-AI-40007 | Johns Hopkins University   | \$6,597,094.00 |
| 03-22 | <u>DAIT-03-22</u>  | Primary Immunodeficiency Disease Consortium                                | N01-AI-30070                    | Primary Immunodeficiency Research Consortium, Inc.               | \$12,685,303   |
| 03-24 | <u>DMID-03-24</u>  | Filariasis Research Resource Center  | N01-AI-30022                    | The University of Georgia  | \$3,063,018    |

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| 03-26 | <u>DAIDS-03-26</u>    | Regulatory Compliance Center  | N01-AI-30032                     | Technical Resources International, Inc.                   | \$15,116,634  |
| 03-28 | <u>DMID-03-28</u>     | Food and Waterborne Diseases Integrated Research Network: Coordinating and Biostatistics Center | N01-AI-30051                     | The EMMES Corporation                                     | \$9,999,880   |
| 03-29 | <u>DMID-03-29</u>     | Production of Testing of Anthrax Recombinant Protective Antigen                                 | N01-AI-30052                     | Avecia Limited  | \$71,282,000  |
| 03-29 | <u>DMID-03-29</u>     | Production of Testing of Anthrax Recombinant Protective Antigen                                 | N01-AI-30053                     | VaxGen, Inc.  | \$80,286,861  |
| 03-33 | <u>DMID-03-33</u>     | DMID Clinical Trials Management   | N01-AI-30068                     | PPD Development, Inc.                                     | \$48,392,294  |
| 03-34 | <u>DMID-03-34</u>     | BioDefense and Emerging Infections Research Resources Program                                   | N01-AI-30067                     | American Type Culture Collection                          | \$118,882,757 |
| 03-38 | <u>DMID-BAA-03-38</u> | Identifying Targets For Therapeutic Interventions Using Proteomics Technology                   | HHSN266200400053C / N01-AI-40053 | President and Fellows of Harvard College                  | \$12,415,258  |
| 03-38 | <u>DMID-BAA-03-38</u> | Identifying Targets For Therapeutic Interventions Using Proteomics Technology                   | HHSN266200400054C                | Albert Einstein College of Medicine of Yeshiva University | \$10,921,278  |
| 03-38 | <u>DMID-BAA-03-38</u> | Identifying Targets for Therapeutic Interventions Using Proteomics Technology                   | HHSN266200400056C / N01-AI-40056 | Caprion Pharmaceuticals Incorporated                      | \$13,098,840  |
| 03-38 | <u>DMID-BAA-03-38</u> | Identifying Targets For Therapeutic Interventions Using Proteomics Technology                   | HHSN266200400057C / N01-AI-40057 | Myriad Genetics, Inc.                                     | \$14,207,063  |
| 03-38 | <u>DMID-BAA-03-38</u> | Identifying Targets For Therapeutic Interventions Using Proteomics Technology                   | HHSN266200400058C / N01-AI-40058 | The Scripps Research Institute                            | \$14,289,031  |
| 03-38 | <u>DMID-BAA-03-38</u> | Identifying Targets For Therapeutic Interventions Using Proteomics Technology                   | HHSN266200400059C / N01-AI-40059 | The Regents of the University of Michigan                 | \$5,968,614   |
| 03-39 | <u>DMID-03-39</u>     | IDIQ Task Order -- <i>In Vitro</i> and Animal   | HHSN266200400004I                | Oklahoma State University                                 | \$40,000,000  |

FY 2003 Contract Awards -- R and D Contracts -- NIAID Research Funding

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|-------|-----------------------|---|----------------------------------|---|--------------|
|       |                       | Models for Emerging Diseases and BioDefense   |                                  |   |              |
| 03-39 | <u>DMID-03-39</u>     | IDIQ Task Order -- <i>In Vitro</i> and Animal Models for Emerging Diseases and BioDefense | N01-AI-30061                     | Battelle Memorial Institute   | \$250,000    |
| 03-39 | <u>DMID-03-39</u>     | IDIQ Task Order -- <i>In Vitro</i> and Animal Models for Emerging Diseases and BioDefense | N01-AI-30062                     | Centre for Applied Microbiology Research, Health Protection Agency, UK Department of Health | \$250,000    |
| 03-39 | <u>DMID-03-39</u>     | IDIQ Task Order -- <i>In Vitro</i> and Animal Models for Emerging Diseases and BioDefense | N01-AI-30063                     | Southern Research Institute   | \$250,000    |
| 03-39 | <u>DMID-03-39</u>     | IDIQ Task Order -- <i>In Vitro</i> and Animal Models for Emerging Diseases and BioDefense | N01-AI-30065                     | University of Texas Medical Branch  | \$100,000    |
| 03-41 | <u>DAIT-BAA-03-41</u> | Innate Immune Receptors and Adjuvant Discovery  | HHSN2662004000010C               | NovaScreen BioSciences Corporation  | \$12,954,004 |
| 03-41 | <u>DAIT-BAA-03-41</u> | Innate Immune Receptors and Adjuvant Discovery  | HHSN266200400008C                | Corixa Corporation  | \$11,647,622 |
| 03-41 | <u>DAIT-BAA-03-41</u> | Innate Immune Receptors and Adjuvant Discovery  | HHSN266200400009C                | Montana State University  | \$10,488,265 |
| 03-44 | <u>DMID-03-44</u>     | Development and Testing of a Modified Vaccinia Ankara (MVA) Vaccine                       | N01-AI-30016                     | Bavarian Nordic A/S   | \$5,748,160  |
| 03-44 | <u>DMID-03-44</u>     | Development and Testing of a Modified Vaccinia Ankara (MVA) Vaccine                       | N01-AI-30017                     | Acambis, Inc.   | \$9,241,818  |
| 03-45 | <u>DMID-03-45</u>     | Administrative Resource for Biodefense Proteomics Research Programs                       | HHSN266200400061C / N01-AI-40061 | Social and Scientific Systems   | \$8,743,151  |
| 03-53 | <u>DMID-03-53</u>     | World Reference Center for Emerging Viruses and Arboviruses                               | N01-AI-30027                     | University of Texas Medical Branch  | \$4,406,548  |
| 03-54 | <u>DMID-03-54</u>     | Construction Quality Management Services  | N01-AI-30074                     | Hill International, Inc.  | \$25,893,119 |

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|       |             |  |              |  |              |
|-------|-------------|--|--------------|--|--------------|
| 03-57 | DAIT-03-57  | Biodefense Travel and Conference Support Services Project  | N01-AI-30019 | Courtesy Associates                            | \$990,000    |
| 03-58 | DAIT-03-58  | Travel and Conference Support Services Project   | N01-AI-30015 | Courtesy Associates                            | \$600,000    |
| 03-59 | DAIDS-03-59 | DAIDS Enterprise (DAIDS-ES) System Development   | N01-AI-30020 | Science Applications International Corporation | \$4,070,069  |
| 03-60 | DAIDS-03-60 | DAIDS Enterprise Information Management System (DAIDS-ES)  | N01-AI-30060 | Capital Technology Information Services, Inc.  | \$46,963,424 |
| 03-70 | DMID-03-70  | Development and Production of a Recombinant Subunit Coronavirus-SARS Vaccine for Use in Phase I/II Clinical Trials | N01-AI-30023 | Protein Sciences Corporation                   | \$2,663,730  |
| 03-72 | DMID-03-72  | Development and Production of an Inactivated Coronavirus-SARS Vaccine for Use in Phase I/II Clinical Trials        | N01-AI-30037 | Aventis Pasteur SA                             | \$8,045,553  |
| 03-72 | DMID-03-72  | Development and Production of an Inactivated Coronavirus-SARS Vaccine for Use in Phase I/II Clinical Trials        | N01-AI-30038 | Baxter HealthCare Corporation                  | \$10,010,244 |

See [Contract Awards](#) from other years.

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Department of Health and  
Human Services



National Institutes  
of Health



National Institute of Allergy and  
Infectious Diseases

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(jmg)